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Collective Bargaining Agreements

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11-15-1937

## Hebrew Butcher Workers Union of Greater New York, Amalgamated Meat Cutters and Butcher Workmen of North America, Local 234, AFL, Central Trades and Labor Council, United Hebrew Trades (1937)

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**Hebrew Butcher Workers Union of Greater New York, Amalgamated Meat Cutters and Butcher Workmen of North America, Local 234, AFL, Central Trades and Labor Council, United Hebrew Trades (1937)**

**Location**

New York, NY

**Effective Date**

11-15-1937

**Expiration Date**

10-15-1938

**Number of Workers**

1100

**Employer**

1200 employers

**Union**

Hebrew Butcher Workers Union of Greater New York, Amalgamated Meat Cutters and Butcher Workmen of North America

**Union Local**

234

**NAICS**

44

**Sector**

Private

**Item ID**

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**Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

**Comments**

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# AGREEMENT

Between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a n d

Hebrew Butcher Workers Union  
Of Greater New York  
Local 234

40 West 17th St., New York City  
4450  
CHelsea 2-4451  
4452

- Affiliated With The -  
United Hebrew Trades  
Central Trades & Labor Council  
Amalgamated Meat Cutters  
And Butcher Workmen of N.A.  
American Federation of Labor

\* \* \*

Dates \_\_\_\_\_

\_\_\_\_\_  
(BS&AU)  
(12646)

28

MEMORANDUM OF AGREEMENT made this            day  
of                            193 , by and between

hereinafter referred to as the Employer, and the HEBREW BUTCHER WORKERS UNION OF GREATER NEW YORK, Local 234 of the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the American Federation of Labor, Central Trades and Labor Council, United Hebrew Trades, hereinafter referred to as the Union, for and in behalf of the members thereof now employed and hereafter to be employed by the Employer, and collectively designated as employees:

W I T N E S S E T H:

WHEREAS, The Employer hereby recognizes the Union aforementioned as the only organization truly representing the HEBREW BUTCHER WORKERS OF GREATER NEW YORK, and their interests.

NOW, THEREFORE, in consideration of the sum of one (\$1.00) dollar each to the other hand paid, the receipt of which is hereby mutually acknowledged, and in consideration of the mutual promises hereinafter set forth, the said parties hereto agree to and with each other as follows:

FIRST: The Employer shall employ solely and exclusively butchers who are members in good standing of the Union and no others as butchers in the shop or shops of the employer. The term "butcher work" as used in this contract shall relate to all activities connected with the handling, cutting, preparing and sale of meats. Where a cashier is employed his or her services shall be limited to the taking of cash, bookkeeping, and such kindred duties but shall in no event involve butcher work as defined herein. The Employer shall not employ directly or indirectly in any or all shops owned or controlled by the Employer, any butchers doing or performing any work for him who are not members in good standing in the Union and who do not conform to the rules and regulations of the Union.

SECOND: The Union shall furnish the Employer to the best of its ability and within a reasonable time, with such employees as the Employer may reasonably require, on the terms and conditions contained in this agreement.

THIRD: The Employer agrees to recognize and deal with such representatives of the Union as it may elect or appoint. The Employer further agrees to permit duly accredited representatives of the Union to visit his shop or shops at any time during working hours.

FOURTH: The Employer will not employ any Butchers through any source except through the said Union and that he will not negotiate with anybody regarding the proposed hiring of butchers, except duly authorized officers of said Union.

FIFTH: In shops owned by two co-partners, where such co-partnership has been continuous since November 15th, 1935, neither of the wives of such co-partners shall perform any butcher service. In shops individually owned where prior to November 15th, 1935 the wife and/or the son of the shop owner performed services, said wife and/or son may continue to perform such services. In such shops owned by a co-partnership, in which both members were actively engaged in doing butcher work, the sons of either or both partners must be members of the Union.

SIXTH: The Employer shall pay his employees their wages and for work done for him, weekly on a prescribed day.

SEVENTH: A week's work shall consist of 51 hours to be divided into six working days. The number of hours each week day shall be continuous, except for an interval of one-half hour for breakfast, one hour for lunch and one hour for the Saturday evening meal. The schedule of hours for the different periods of the year are as follows:

(a) Regular Employees

	<u>ALL YEAR, Except July and August</u>		<u>July and August</u>	
	<u>A.M.</u>	<u>P.M.</u>	<u>A.M.</u>	<u>P.M.</u>
Monday	7:00	5:00	7:00	4:00
Tuesday	7:00	5:00	7:00	4:00
Wednesday	7:00	5:00	7:00	4:00
Thursday	7:00	6:00	7:00	5:00
Friday	7:00	to finish and not later than 4:00 P.M.	7:00	to finish and not later than 4:00 P.M.
Saturday	3:00 P.M. to 12 Midnight		5:00 P.M. to 1:00 AM	

(b) Managers

	<u>A.M.</u>	<u>P.M.</u>
Monday	7:00 to 7:00	
Tuesday	7:00 to 7:00	
Wednesday	7:00 to 7:00	
Thursday	7:00 to 7:00	
Friday	7:00 to finish and not later than 4 P.M.	

(c) In such shop or shops where the Employer is himself not actively engaged in management, but entrusts such management to another, such person shall be a Union man and shall be known as manager and shall receive the minimum of \$50.00 per week.

(d) The minimum scale of wages shall be \$40.00 per week to a week worker. The minimum scale for managers shall be \$50.00 per week. The minimum scale to a day worker shall be \$8.00



EIGHTH: Where the employer hires a man for steady employment and finds such employee unfit at the end of the first day, it is agreed that the paying of such hired steady employee for such day, shall be at the rate of one-sixth of his weekly compensation, provided that the Employer shall have engaged another member of the Union not later than the following day.

NINTH: The Employer shall pay his workers for all Jewish holidays. On the two days immediately preceding such holidays the worker shall work from 7 A.M. to 12 midnight and on the day immediately preceding such holiday from 6 A.M. to finish.

On Rosh Hashonah and Succoth Holidays where the two days preceding such holidays fall on Saturday and Sunday, the workers shall work on the Saturdays preceding such holidays from 12 o'clock noon to 2 A.M. the following Sunday morning, and if the Employer is willing to pay one additional day's salary, then the Employee is to continue his work from 6 A.M. Sunday morning until the finish of business on that Sunday.

On Labor Day and on May First workers shall not be obliged to work.

TENTH: The Employer agrees that he will not during the term of this agreement, extensions or renewals thereof, either directly or indirectly, enter into any contract or arrangement dealing with the hiring of butchers with any association, organization or corporation claiming to be a labor union or claiming to act on behalf of the workers in the butcher industry and this agreement shall supersede any and all existing agreements which the Union may have with the employer.

ELEVENTH: The employment of non-union butchers on any of the work done by or for the Employer in any of his shop or shops is a breach going to the very essence of this agreement and is deemed by the parties to be a lock-out. The Employer shall not, nor shall any officer, director or partner of the Employer, during the term of this contract, extension or renewal thereof, become, directly or indirectly, interested or associated with any owner or employer in any shop or shops engaged in the business covered by this agreement, which does not employ butchers who are members in good standing in the Union. The provision herein covering officers, directors or partners of the Employer shall remain binding upon such officers, directors or partners of the Employer, whether they are or continue to be such officers, directors and partners of the Employer or not.

TWELFTH: The Employer agrees that this contract be binding upon the shop or shops now owned by him or any shops that he will in the future own, either as an individual member of a co-partnership or as stockholder of a corporation, and further agrees that if he shall move said shop or shops from its or their present location, that this contract shall be binding on the newly located shop or shops.

THIRTEENTH: The employer agrees to display the Union's sign in his window announcing that he conducts a Union shop. For its use the Employer agrees to pay the Union the sum of Five (\$5.00) dollars each year. However, the Employer hereby agrees that said sign remains the property of the Union and that the latter shall have the right to withdraw said sign at any time during a strike or any dispute between the parties hereto. It is hereby further agreed that upon notice in writing to the Union, the Employer shall be required to cease displaying the sign and shall surrender same to the Union.

FOURTEENTH: (a) An Employer who is an individual owner may take in a partner after notice to the Union of intention to take in such partner and upon satisfactory proof that the proposed partnership is made in good faith. Such proof shall be supplied to the Union or its attorney. Evidence of good faith of the partnership shall, among others, include the following:

(b) A Partnership agreement providing for the division of profits and losses; if a trade name is used, a certified copy of the certificate of partnership filed with the County Clerk; a statement of the bank where the proposed partnership will carry its account and a certified copy of the resolution showing that the proposed partner is to sign checks with the Employer; that the name of the incoming partner appears on the door or window of the store; that a change has been made in the gas, electric and telephone account, showing the entering into the business of the new partner; that accident, fire and compensation insurance is changed, has been or is being changed to bear both names of the partners. No more than two persons shall engage in work in a shop, as partners. Where partners own, operate and control more than one shop either or both of them are prohibited and agree not to perform any butcher work except in the single shop they elect to work in at the time of the signing of this agreement.

(c) This provision concerning partnerships shall be equally applicable to shops owned by corporations. No more than two officers of such corporation shall be considered as being so financially interested in the corporation as to entitle them to the rights they would have as unincorporated enterprises. In any event such officer or stockholder must be satisfactory proof show a bonafide financial interest in the corporation to entitle him to participation in the business of the corporation as such.

(d) An incoming partner cannot replace a Union man.

(e) If the incoming partner is a member of the Union and the partnership is approved then another worker is to be sent in that shop in place of the former member.

FIFTEENTH: Notice in writing signed by the Union to the effect that a member is not in good standing shall be sufficient to require the Employer to cease said member's employment with two weeks after said notice. Such Employer shall then obtain another union worker.

SIXTEENTH: The Employer shall not discharge any worker after employing him for a period of two weeks or more except as herein provided. To discharge such worker the Employer must first give two weeks written notice by registered mail to the Union setting forth in detail the reason for the request to discharge. If the Union finds such reasons inadequate it may reject the notice and notify the employer of its rejection which notice must be given by the Union to the employer not



later than 14 days after the receipt of the notice of intention to discharge. If the Employer feels aggrieved at the rejection, he may, by written notice, demand that the matter be submitted to a Board of Arbitration to consist of five persons, two members to be selected by the Union, two by the Employer who must be employers under contract with the Union, and the fifth to be chosen by the four so elected to act as Impartial Chairman. A decision of the majority of the Board of Arbitration shall be final and binding upon all parties. The Employer's request for arbitration must be made by the Employer in writing no later than five days after the receipt of the notice of rejection whereupon the Union must appoint its two arbitrators within three days thereafter, the employer likewise to appoint his arbitrators within said period of three days, and whereupon the Arbitrators so appointed shall select the impartial Chairman within a reasonable time. The expenses of arbitration are to be borne equally by the parties.

SEVENTEENTH: The Employer agrees to abide by the policy of the Union relative to division of work in that he agrees to accept a substitute employee for any one day in every two weeks for each member employed by Employer. Should the Employer desire his regular employee for the day assigned to a day worker, he may have the services of the former upon payment to the day worker or substitute half the days pay at the weekly rate and paying his regular employee at the uninterrupted scale of pay.

EIGHTEENTH: The Employer agrees that should he require help in the poultry phase of his business, or should he be financially interested in a poultry business, apart from his butcher business, he will obtain such help from this Union and from no other source.

NINETEENTH: This agreement shall go into effect immediately and continue until 12 midnight of October 15th, 1937, where the Employer has his shop in the Borough of Manhattan or the Borough of Bronx, and where the Employer has his shop in the Borough of Brooklyn this agreement shall continue until 12 midnight of November 15th, 1937.

IN WITNESS THEREOF, the parties hereto have set their hands and seals the day and year first above written.

HEBREW BUTCHER WORKERS UNION OF  
GREATER NEW YORK, LOCAL 234, of  
the AMALGAMATED MEAT CUTTERS  
AND BUTCHER WORKERS OF NORTH  
AMERICA

By \_\_\_\_\_ (L.S)

\_\_\_\_\_  
EMPLOYER (L.S)

\_\_\_\_\_  
(L.S)



SECOND REQUEST  
U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

36-37-61

April 9, 1937

Mr. Joseph Belsky, Secretary  
Amalgamated Meat Cutters, and  
Butcher Workmen #234  
40 West 17th Street  
New York, New York

My dear Mr. Belsky:

We have in our files a copy of your agreement with employers which expired November 15, 1936 and January 15, 1937.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

*Isador Lubin*

Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement \_\_\_\_\_

Individual bosses

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 1200

Number of union members working under terms of agreement 1100

Number of non-members working under terms of agreement None

Branch of trade covered Retail Kosher Butcher Workers

Date renewed Nov. 15, 1937 Date of expiration Oct. 15, 1937

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

Miss Farber 40 W. 17th St., New York City  
(Name of person furnishing information) (Address)  
Enclosed contract covers both contracts mentioned above.